(2003) 04 NCDRC CK 0095

In the National Consumer Disputes Redressal Commission

Life Insurance Corporation of India APPELLANT

Vs

MANMATH KUMAR AICH RESPONDENT

Date of Decision : 17-04-2003

Acts Referred:

Citation : 2003 2 CPJ 554 : 2004 2 CPR 561

Hon'ble Judges : D.M.Patnaik , Arati Mohanty , Pramodnath Das J.

Final Decision : Appeal No. 939/1997 allowed

Judgement

1. BOTH these appeals arise out of the same judgment. In Appeal No. 702/1997 the Insurance Company is in appeal whereas in Appeal No. 939/1997 the complainant is in appeal. Complainant''s case is, his father Lal Mohan Aich was a policy holder that commenced from 20.9.1998. The complainant was the nominee under the policy. The said policy holder had deposited the initial two premiums on 20.9.1988 and 31.3.1989. He died on 14.5.1989 while according to the case of the complainant the policy was in force. The Insurance Company took the plea that as per the letter of the complainant his father did not die on 14.5.1989 but died on 14.5.1992 due to brain malaria by which date the policy had lapsed for non-payment of the premiums.

2. HEARD Mr. A.K. Patnaik, the learned Counsel for the L.I.C. and Mr. B. Rath, the learned Counsel for the complainant. The District Forum accepted the case of the Insurance Company that the said policy holder died on 14.5.1992 when the policy had lapsed. It did not accept the case of the complainant that his father died on 14.5.1989 in the absence of any proof from the side of the complainant and, therefore, it directed for payment of the premium only paid under the policy. Now the only point for consideration is whether the policy holder died on 14.5.1989 or 14.5.1992. On perusal of the documents on record, particularly the letter dated 16.11.1992 of the complainant wherein he informed the Branch Manager, L.I.C., Balasore that his father died on 14.5.1992. On the basis of this version the L.I.C. held and repudiated the claim that by the date of death of the policy holder i.e. 14.5.1992 the policy was lapsed. But on going through the

subsequent letter i.e. 21.8.1995 of the complainant it is found he has clearly mentioned that the date of death of his father was 14.5.1989. That apart on the face of a public record i.e. death certificate by the Health Officer indicating the date of death as 14.5.1989, it should have been proper for District Forum to believe and accept the date of death as 14.5.1989. This having not been done, the judgment is liable to be set-aside. We hold that the policy holder died on 14.5.1989 and not on 14.5.1992.

In their letter dated 18.9.1992 the L.I.C. admitted to have received two half-yearly premiums i.e. September,1988 and March, 1989. If they received the March, 1989 premium apparently if it is quarterly premium then the next premium would have been due in June, 1989. Therefore, in either case the death of the policy holder having been accepted as 14.5.1989, the policy could not be said to have lapsed. Therefore, we dismiss the appeal of the L.I.C. and direct that the entire amount under the policy along with all bonus, interest etc. should be paid to the complainant within a period of two months from the date of communication of the order. For the above reasons we allow the appeal of the complainant. Mr. Justice D.M. Patnaik, President-I agree. Dr. Arati Mohanty, Member-I agree. Appeal No. 939/1997 allowed.

